Dated 31st August 2012

(1) The Secretary of State for Education

(2) ARK Schools

Supplemental Agreement

Re: ARK Kings Academy

Lewis Silkin LLP
5 Chancery Lane
Clifford's Inn
London
EC4A 1BL

T: 020 7074 8000
Ref: BDS/89215.74
THIS AGREEMENT made on 31st August 2012

BETWEEN

1. THE SECRETARY OF STATE FOR EDUCATION; and
2. ARK SCHOOLS (the “Company”),

IS SUPPLEMENTAL TO THE MASTER FUNDING AGREEMENT made between (1) the Secretary of State for Education and Skills and (2) the Company (under its former name “ARK Academies”) and dated 29 August 2006 (the “Master Agreement”).

1 DEFINITIONS AND INTERPRETATION

1.1 Except as expressly provided in this Agreement words and expressions defined in the Master Agreement shall have the same meanings in this Agreement as were ascribed to them in the Master Agreement.

1.2 The following words and expressions shall have the following meanings:

“Academy” means the Ark Kings Academy to be established at Shannon Road, Birmingham, B38 9DE;

“Academy Financial Year” means the year from 1 September to 31st August in any year;

“Chief Inspector” means Her Majesty's Chief Inspector of Education, Children's Services and Skills or his successor; and

“Land” means the publicly funded land to be leased to the Company (including for the avoidance of doubt all buildings, structures landscaping and other erections) situated at and known as King’s Norton High School, Shannon Road, Kings Norton, Birmingham B38 9DE the freehold of which land is unregistered

1.3 Reference in this Agreement to clauses and Annexes shall, unless otherwise stated, be to clauses and annexes of this Agreement.

2 THE ACADEMY

2.1 The Company will establish and maintain, and carry on or provide for the carrying on of the Academy, in accordance with the Master Agreement and this Agreement.
2.2 The curriculum provided by the Academy to pupils up to the age of 16 shall be broad and balanced.

2.3 The requirements for the admission of pupils to the Academy are set out at Annex 1.

2.4 Clauses 16, 17, 18, 30, 31, 35 and 36 of the Master Agreement shall not apply to the Academy.

**ACADEMY OPENING DATE**

2.5 The Academy shall open as a school on 1 September 2012 replacing Kings Norton High School which shall cease to be maintained by the Local Authority on that date, which date shall be the conversion date within the meaning of the Academies Act 2010.

2.6 The planned capacity of the Academy is 800 in the age range 11 - 18.

3 **CAPITAL GRANT**

Pursuant to clause 39 of the Master Funding Agreement, the Secretary of State may, in his absolute discretion, provide Capital Expenditure funding in accordance with any arrangements he considers appropriate.

4 **GAG AND EAG**

4.1 The Secretary of State agrees to pay GAG and EAG to the Company in relation to the Academy in accordance with the Master Agreement.

4.2 In respect of the Academy Clauses 62 and 63 of the Master Agreement shall not apply and shall be replaced with the following provisions:

62) Subject to Clauses 62A and 62B, the basis of the pupil number count for the purposes of determining GAG for the first Academy Financial Year in which the Academy opens and the following 4 Academy Financial Years (for the avoidance of doubt, ending at the end of the 2016/2017 Academy Financial Year (the "Initial Five Year Term"))) will be the estimate of the Company each November for numbers on the roll in the following September. However, the Secretary of State may make adjustments to the GAG for the following Academy Financial Year to recognise any variation between the number of pupils that were actually on the roll in the previous September (the "Actual Figure")
and the Company's estimate given in the November preceding that September (the "Estimated Figure"). The basis of these will be set out in the annual letter of funding.

62A) The Secretary of State's right to make the adjustments in accordance with Clause 62 will not be triggered if the variation between the Actual Figure and the Estimated Figure is 2.5% or less (the "Variation Threshold"). The Secretary of State will determine if the Variation Threshold has been met using the information provided by the Company and data from the school census each year.

62B) If the Conditions (as defined in Clause 63 below) have been met then the basis of the pupil number count for the purpose of determining GAG for the Academy Financial Year in question will be determined in accordance with Clause 63 and Clauses 62 and 62A will no longer apply.

63) After: (i) all planned Year-groups are present at the Academy (that is, all the pupil cohorts relevant to the age-range of the Academy will have some pupils present); and (ii) the total number of pupils as measured in the Schools Census which is used to fund maintained schools for the financial year overlapping with the Academy Financial Year in question is 90% of the planned final size of the Academy, as specified in the Academy's Supplemental Agreement (together, the "Conditions"), the basis of the pupil number count for the purpose of determining GAG for the Academy for Academy Financial Years will be:

a) for the pupil number count for pupils in Year 11 and below, the Schools Census which is used to fund maintained schools for the financial year overlapping with the Academy Financial Year in question; and

b) for the pupil number count for pupils in Year 12 and above, the formula which for the time being is in use for maintained schools for the calculation of pupil numbers for pupils in Year 12 and above for the purpose of calculating their level of funding.

63A) If either of the Conditions have not been met in respect of an Academy Financial Year and the Initial Five Year Term has come to an end, the basis of the pupil count shall be determined by the Secretary of State, taking account of any diseconomies of scale that the Academy will be under as a result of such Condition(s) not applying.
4A     COMPLAINTS

4A.1  If a complaint is made about matters arising in whole or in part prior to the
opening of the Academy and all or part of that complaint was being or had been
investigated by the Local Government Ombudsman under Part III or the Local
Government Act 1974 ('Part III') or that complaint in whole or in part could have
been investigated under Part III had the school the Academy replaced remained a
maintained school, the Company:

(a)  will abide by the provisions of Part III as though the Academy were a
     maintained school;

(b)  agrees that the Secretary of State shall have the power to investigate the
     matter complained of as if it had taken place after conversion;

(c)  agrees to act in accordance with any recommendation from the Secretary
     of State as though that recommendation had been made under Part III
     and the Academy were a maintained school.

4A.2)  If the Secretary of State could have given an order and/or a direction under
section 496 and/or section 497 of the Education Act 1996 to the governing body of
the school the Academy replaced and that order and/or direction related to
matters occurring within the 12 months immediately prior to conversion, the
Company agrees:

(a)  the Secretary of State may give orders and/or directions to the Company
     as though the Academy were a maintained school and sections 496 and
     497 applied to the governing body of that maintained school;

(b)  to act in accordance with any such order and/or direction from the
     Secretary of State.

5     TERMINATION

5.1   Either party may give not less than seven Academy Financial Years’ written
notice to terminate this Agreement, such notice to expire on 31 August 2019 or
any subsequent anniversary of that date.
5.2 If the Secretary of State is of the opinion that the Academy no longer has the characteristics set out in clause 12 of the Master Agreement or that the conditions and requirements set out in clauses 13 – 34 of the Master Agreement (other than clauses 16, 17, 18, 30 and 31) are not being met, or that the Company is otherwise in material breach of the provisions of this Agreement or the Master Agreement, the Secretary of State may give notice of his provisional intention to terminate this Agreement.

5.3 Any such notice shall be in writing and shall:

(a) state the grounds on which the Secretary of State considers the Academy no longer has the characteristics set out in clause 12 of the Master Agreement or is not meeting the conditions and requirements of clauses 13 - 34 of the Master Agreement (other than clauses 16, 17, 18, 30 and 31) or the Company is otherwise in material breach of the provisions of this Agreement or the Master Agreement;

(b) specify the measures needed to remedy the situation or breach;

(c) specify a reasonable date by which these measures are to be implemented; and

(d) state the form in which the Company is to provide its response and a reasonable date by which it must be provided.

5.4 If no response is received by the date specified in accordance with clause 5.3(d), the Secretary of State may give the Company 12 months, or such lesser period as he considers appropriate in the circumstances, written notice to terminate this Agreement.

5.5 If a response is received by the date specified in accordance with clause 5.3(d), the Secretary of State shall consider it, and any representations made by the Company, and shall, within three months of its receipt, indicate that:

(a) he is content with the response and/or that the measures which he specified are being implemented; or
(b) he is content, subject to any further measures he reasonably specifies being implemented by a specified date or any evidence he requires that implementation of such measures have been successfully completed; or

(c) he is not satisfied, that he does not believe that he can be reasonably satisfied, and that he will proceed to terminate the Agreement.

5.6 In the circumstances of clause 5.5(c) the Secretary of State shall notify the Company why he believes that he cannot be reasonably satisfied and, if so requested by the Company within thirty days from such notification, he shall meet a deputation including representatives from directors of the Company and the Local Governing Body of the Academy to discuss his concerns. If following such meeting he has good reasons for remaining satisfied that the Academy does not and will not have the characteristics set out in clause 12 of the Master Agreement or does not and will not meet the conditions and requirements set out in clauses 13 - 34 (other than clauses 16, 17, 18, 30 and 31) of the Master Agreement or the Company is in material breach of the provisions of this Agreement or the Master Agreement and such breach will not be remedied to his reasonable satisfaction, he shall give the Company twelve months written notice to terminate this Agreement.

5.7 If the Secretary of State has cause to serve a notice on the Company under section 165 of the Education Act 2002 and a determination (from which all rights of appeal have been exhausted) has been made that the Academy shall be struck off the Register of Independent Schools, the period of twelve months notice referred to in clause 5.6 may be shortened to a period deemed appropriate by the Secretary of State.

5.8 The Secretary of State shall, at a date preceding the start of each Academy Financial Year, provide to the Company an indication of the level of funding to be provided by the Secretary of State to the Company by way of GAG and EAG in the next following Academy Financial Year (the "Indicative Funding"). If the Company is of the opinion that, after receipt of the Indicative Funding for the next following Academy Financial Year (the "Critical Year") and of the taking into account all other resources available and likely to be available to the Academy, including such funds as are set out in clause 68 of the Master
Agreement and such other funds as are and likely to be available to the Academy from other academies operated by the Company ("All Other Resources"), it is likely that the cost of running the Academy during the Critical Year would cause the Company, on the basis of the Indicative Funding, to become insolvent (and for this reason only) then the Company may give notice of its intention to terminate this Agreement at the end of the then current Academy Financial Year.

5.9 Any notice given by the Company under clause 5.8 shall be in writing and shall be served on the Secretary of State not later than 28 February preceding the Critical Year or, if the Secretary of State shall not have given notice of the Indicative Funding to the Company on or before the date specified in clause 5.8 above, within six weeks after the Secretary of State shall have done so. The notice must specify:

(a) the grounds upon which the Company's opinion is based and include the evidence of those grounds and any professional accounting advice the Company has received and including a detailed statement of steps which the Company proposes to take with a view to ensuring that as soon as reasonably practicable the costs of running the Academy are reduced sufficiently to ensure that such costs are less than the Indicative Funding and All Other Resources and the period of time within which such steps will be taken; and

(b) the shortfall in the Critical Year between the Indicative Funding and All Other Resources expected to be available to the Company to run the Academy and the projected expenditure on the Academy; and

(c) a detailed budget of income and expenditure for the Academy during the Critical Year (the "Projected Budget").

5.10 Both parties undertake to use their best endeavours to agree whether or not the cost of running the Academy during the Critical Year would cause the Company, on the basis of the Indicative Funding and All Other Resources, to become insolvent. Both parties recognise that they will need to engage in a constructive dialogue at the time about how best to provide education for the pupils at the
Academy and undertake to use their best endeavours to agree a practical solution to the problem.

5.11 If no agreement is reached by 30 April (or such other date as may be agreed between the parties) as to whether the cost of running the Academy during the Critical Year on the basis of the Indicative Funding and All Other Resources would cause the Company to become insolvent, then that question shall be referred to an independent expert (the “Expert”) for resolution. The Expert’s determination shall be final and binding on both parties. The Expert shall be requested to specify in his determination the amount of the shortfall in funding (the “Shortfall”). The Expert shall be an insolvency practitioner with significant professional experience of educational institutions or academies. If the parties fail to agree upon the appointment of the Expert then the Expert shall be appointed by the President for the time being of the Institute of Chartered Accountants in England and Wales. The Expert’s fees shall be borne equally between the parties.

5.12 The Expert shall be required in reaching his determination to take account of advice from an educational specialist who is professionally familiar with the issues arising from the budget management of large schools. If the parties fail to agree upon the appointment of the educational specialist then the educational specialist shall be appointed by the Chairman for the time being of the Specialist Schools and Academies Trust. The educational specialist’s fees shall be borne equally between the parties.

5.13 If the Expert determines that the cost of running the Academy during the Critical Year would cause the Company, on the basis of the Indicative Funding and All Other Resources, to become insolvent, and the Secretary of State shall not have agreed to provide sufficient additional funding to cover the Shortfall, then the Company shall be entitled to terminate this Agreement, by notice expiring on 31 August prior to the Critical Year. Any such notice shall be given within 21 days after (a) the Expert’s determination shall have been given to the parties or (b), if later, the Secretary of State shall have given written notice of his refusal to provide sufficient additional funding for the Academy to cover the Shortfall.
5.14 If the Company shall have given notice to terminate the Agreement under 5.13, the Secretary of State may by notice in writing to the Company require the Company to appoint up to two persons as directors of the Company in accordance with the Articles.

5.15 The Secretary of State may at any time by notice in writing terminate this Agreement forthwith if the Academy has ceased (except where such cessation occurs temporarily by reason of an event beyond the reasonable control of the Company) to operate as an Academy within the meaning of Section 1 of the Academies Act 2010.

5.16 A “Special Measures Termination Event Occurs” when:

(a) the Chief Inspector gives a notice to the Company in accordance with section 13(3) of the Education Act 2005 (the “Special Measures Notice”) stating that in his opinion special measures are required to be taken in relation to the Academy; and

(b) the Chief Inspector carries out a subsequent inspection of the Academy in accordance with the Education Act 2005 and makes a report in accordance with the Education Act 2005 stating that the Academy has made inadequate progress since the date of the Special Measures Notice; and

(c) the Secretary of State shall have requested the Company to deliver within 10 Business Days a written statement (a “Further Action Statement”) of the action the Company proposes to take, and the period within which it proposes to take such action, or, if it does not propose to take any action, the reasons for not doing so; and

(d) the Secretary of State, having considered the Further Action Statement, is not satisfied that any action proposed to be taken by the Company is sufficient in all the circumstances, or, if no Further Action Statement shall have been given to the Secretary of State within the requested timeframe or otherwise.

5.17 If a Special Measures Termination Event occurs, the Secretary of State may:
serve written notice on the Company requiring the Company to: procure the resignation and removal of such member(s) of the Local Governing Body as may be specified by the Secretary of State within 42 days of receipt of such notice by the Company (provided always that the Company has the power to effect such removal(s) under its Articles); and/or procure the appointment of such additional members to the Local Governing Body as may be specified by the Secretary of State (provided always that the Company has the power to effect such appointment(s) under its Articles); or

(b) give at least 12 months' notice in writing to terminate this Agreement (such notice to take effect at the end of an Academy term).

6 EFFECT OF TERMINATION

6.1 In the event of termination of this Agreement however occurring, the school shall cease to be an Academy within the meaning of Section 1 of the Academies Act 2010.

6.2 Subject to clause 6.3, if the Secretary of State terminates this Agreement for reasons other than that a Special Measures Termination Event occurs, the Academy no longer has the characteristics set out in clause 12 of the Master Agreement, or is no longer meeting the conditions and requirements set out in clauses 13 - 34 (other than clauses 16, 17, 18, 30 and 31) of the Master Agreement or that the Company is otherwise in material breach of the provisions of this Agreement or the Master Agreement, the Secretary of State shall indemnify the Company.

6.3 The amount of any such indemnity shall be determined by the Secretary of State having regard to any representations made to him by the Company, and shall be paid at such times and in such manner as the Secretary of State may reasonably think fit.

6.4 The categories of expenditure incurred by the Company in consequence of the termination of the Agreement in respect of which the Secretary of State shall indemnify the Company include (but not by way of limitation), staff compensation and redundancy payments, compensation payments in respect of
broken contracts, expenses of disposing of assets or adapting them for other purposes, legal and other professional fees, and dissolution expenses.

6.5 Subject to clause 6.6, on the termination of this Agreement however occurring, the Company shall in respect of any of its capital assets at the date of termination:

(a) promptly transfer a proportion of the assets to a person nominated by the Secretary of State, if the Secretary of State considers that all or some of those assets need to be used for educational purposes by that nominee. The proportion of the assets to be transferred shall be the same as the proportion of the capital contribution made by the Secretary of State to the original value of those assets, whether that contribution was made on the establishment of the Academy or later; or

(b) if the Secretary of State confirms that a transfer under clause 6.5(a) is not required, promptly repay to the Secretary of State a percentage of the Net Proceeds of Sale of such assets at the date of disposal of those assets. Such percentage to be the same as the percentage of the capital contribution made by the Secretary of State to the original value of those assets, whether that contribution was made on the establishment of the Academy or later. For the purposes of this clause 6.5(b) "Net Proceeds of Sale" shall mean the amount received by the Company on the disposal of such assets after deducting VAT and all costs (including legal and other fees) incurred in relation to such disposal.

6.6 The Secretary of State may waive in whole or in part the repayment due under clause 6.5(b) if:

(a) the Company obtains his permission to invest the proceeds of sale for its charitable objects; or

(b) the Secretary of State directs all or part of the repayment to be paid to the LA.

6.7 The sale or disposal by other means of publicly funded land held for the purposes of an Academy is now governed by Part 3 of Schedule 1 to the Academies Act 2010.
6A RESTRICTIONS ON LAND TRANSFER

Recognising that they are or will be receiving publicly funded land at nil consideration (which for the purposes of this transaction shall include leases granted at a peppercorn rent) the Company:

(a) shall, within 28 days from the lease to it of the Land, apply to the Land Registry for a restriction in the proprietorship register of the Company’s registered leasehold title (under section 43(1)(a) of the Land Registration Act 2002 in Form RX1 as prescribed by Rule 91 and Schedule 4 of the Land Registration Rules 2003) in the following terms:

No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the Secretary of State for Education, of Sanctuary Buildings, Great Smith Street, London SW1P 3BT

(b) shall take any further steps required to ensure that the restriction referred to in clause 6A(a) is entered on the proprietorship register,

(c) shall provide the Secretary of State with confirmation of the entry of the restriction referred to in clause 6A(a) as soon as practicable after it receives notification from the Land Registry,

(d) in the event that it has not registered the restriction referred to in clause 6A(a), hereby consents to the entering of the restriction referred to in 6A(a) in the register by the Secretary of State (under s. 43(1)(b) of the Land Registration Act 2002),

(e) shall not, without the consent of the Secretary of State, apply to dis-apply, modify or remove (by cancellation or otherwise) a restriction entered in accordance with clause 6A(a) or 6A(d) above, whether by itself, a holding company, a subsidiary company, or a receiver, administrator or liquidator acting in the name of the Company

7 SPECIAL EDUCATIONAL NEEDS

7.1 In respect of the Academy the following duties will apply in relation to pupils with Special Educational Needs ("SEN"), ARK Schools must comply with all of the duties imposed upon the governing bodies of maintained schools in:
(a) Part 4 of the Education Act 1996 as amended from time to time;

(b) The Education (Special Educational Needs) (Information) Regulations 1999 as amended from time to time; and

(c) The Education (Special Educational Needs Co-ordinators) (England) (Amendment) Regulations 2008 as amended from time to time.

8 ANNEX
The Annex to this Agreement forms part of and is incorporated into this Agreement.

9 THE MASTER AGREEMENT
Except as expressly provided in this Agreement the Master Agreement shall continue in full force and effect.

10 ENGLISH LAW
This Agreement shall be governed by and interpreted in accordance with English law.

This Agreement has been executed as a Deed by or on behalf of each of the parties and delivered as a deed on the date written at the beginning of it.
Executed as a DEED on behalf of ARK Schools by:

Director

Secretary/ Director

The Corporate Seal of the Secretary of State for Education, hereunto affixed is authenticated by:

Duly Authorised
ANNEX TO THIS SUPPLEMENTAL AGREEMENT

Requirements for the Admission for pupils at the Academy: Annex 1
ANNEX 1

REQUIREMENTS FOR THE ADMISSION OF PUPILS TO THE ARK KINGS ACADEMY (the “Academy”)

GENERAL

1. This annex may be amended in writing at any time by agreement between the Secretary of State and the Company.

2. Except as provided in paragraphs 2A to 2B below the Company will act in accordance with, and will ensure that an Independent Appeal Panel is trained to act in accordance with, all relevant provisions of the School Admissions Code, and the School Admission Appeals Code published by the Department for Education (“the Codes”) as they apply at any given time to maintained schools and with equalities law and the law on admissions as they apply to maintained schools. For this purpose, reference in the Codes or legislation to “admission authorities” shall be deemed to be references to the Directors of the Company.

2A The Company is permitted to determine admission arrangements (subject to consultation in accordance with the School Admissions Code) that give priority for admission (but not above looked after children and previously looked after children\(^1\)) to other children attracting the pupil premium, including the service premium (‘the pupil premium admission criterion’). Where a Company exercises this freedom it will provide information in its admission arrangements of eligibility for the premiums.

2B For the purposes of applying the pupil premium admission criterion only, sections 1.9(f) and 2.4(a) of the School Admissions Code do not apply insofar as they prevent admission authorities from giving priority to children according to the financial or occupational status of parents or using supplementary forms that ask for:

- any personal details about their financial status; or
- whether parents are serving in the armed forces (of any nation), stationed in England, and exercising parental care and responsibility for the child in question.

3. Notwithstanding the generality of paragraph 2 of this Annex, the Company will participate in the co-ordinated admission arrangements operated by the Local Authority (LA) and the local Fair Access Protocol.

4. Notwithstanding any provision in this Annex, the Secretary of State may:

(a) direct the Company to admit a named pupil to the Academy on application from an LA. This will include complying with a School Attendance Order\(^2\). Before doing so the Secretary of State will consult the Company;

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\(^1\) As defined in the School Admissions Code.

\(^2\) Local authorities are able to issue school attendance orders if a child is not attending school. These are legally binding upon parents. Such an order might, for instance, be appropriate where a child has a place at an Academy but his/her parents are refusing to send him/her to school. The order will require a parent to ensure his/her child attends a specified school.

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(b) direct the Company to admit a named pupil to the Academy if the Company has failed to act in accordance with this Annex or has otherwise failed to comply with applicable admissions and equalities legislation or the provisions of the Codes;

(c) direct the Company to amend its admission arrangements where they fail to comply with the School Admissions Code or the School Admission Appeals Code.

5. The Company shall ensure that parents and ‘relevant children’ will have the right of appeal to an Independent Appeal Panel if they are dissatisfied with an admission decision of the Company. The Independent Appeal Panel will be independent of the Company. The arrangements for appeals will comply with the School Admission Appeals Code published by the Department for Education as it applies to Foundation and Voluntary Aided schools. The determination of the appeal panel is binding on all parties.

Relevant Area

6. Subject to paragraph 7, the meaning of “Relevant Area” for the purposes of consultation requirements in relation to admission arrangements is that determined by the local authority for maintained schools in the area in accordance with the Education (Relevant Areas for Consultation on Admission Arrangements) Regulations 1999.

7. If the Company does not consider the relevant area determined by the local authority for the maintained schools in the area to be appropriate, it must apply to the Secretary of State by 1 August for a determination of the appropriate relevant area for the Academy, setting out the reasons for this view. The Secretary of State will consult the Company and the LA in which the Academy is situated in reaching a decision.

Requirement to admit pupils

8. Pupils on roll in any predecessor maintained or independent school will transfer automatically to the Academy on opening. All children already offered a place at any predecessor school will be admitted.

9. The Company will:

   a. subject to its right of appeal to the Secretary of State in relation to a named pupil, admit all pupils with a statement of special educational needs naming the Academy;

3 relevant children’ means:

   a) in the case of appeals for entry to a sixth form, the child, and;
   b) in any other case, children who are above compulsory school age, or will be above compulsory school age by the time they start to receive education at the school.
b. determine admission oversubscription criteria for the Academy that give highest priority to looked after children and previously looked after children, in accordance with the relevant provisions of the School Admissions Code.

Oversubscription criteria, admission number, consultation, determination and objections.

10. The Academy admission arrangements will include oversubscription criteria, and an admission number for each relevant age group\(^4\). The Company will consult on the Academy's admission arrangements and determine them in line with the requirements within the School Admissions Code.

11. The Office of the School's Adjudicator (OSA) will consider objections to the Academy's admission arrangements\(^5\). The Company should therefore make it clear, when determining the Academy's admission arrangements, that objections should be submitted to the OSA.

12. A determination of an objection by the OSA will be binding upon the Academy and the Company will make appropriate changes as quickly as possible.

\(^4\) 'Relevant age group' means 'normal point of admission to the school, for example, year R, Year7 and Year 12.'

\(^5\) The OSA has no jurisdiction to consider objections against the agreed variation from the Codes set out in paragraphs 2A and 2B.

30 May 2012 v5
ARK Kings Academy, Shannon Road, Birmingham B38 9DE

Admissions Policy relating to admissions to the academy in the academic year September 2013 and beyond.

GENERAL

1. This document sets out the admission arrangements for ARK Kings Academy (“the Academy”). It forms an Annex to the Funding Agreement between the Academy and the Secretary of State. Any changes to the arrangements set out in this document must be approved in advance by the Secretary of State.

2. The Academy will comply with all relevant provisions of the statutory codes of practice (the School Admissions Code of Practice and the School Admission Appeals Code of Practice 2012) as they apply at any given time to maintained schools and with the law on admissions as it applies to maintained schools. Reference in the codes to admission authorities shall be deemed to be references to the Board of ARK Schools and as may be delegated to the local governing body of the Academy.

3. All academies in the ARK Schools network including ARK Kings Academy will participate in the co-ordinated admission arrangements administered by the local authority in the relevant geographical location and in respect of other arrangements specified in the Admissions Code 2012 issued by the Department for Education.

4. Notwithstanding these arrangements, the Secretary of State may direct the Academy to admit a named pupil to the Academy on application from a LEA. Before doing so the Secretary of State will consult the Academy.

NB:

1. The academy is one of a number within a network overseen by ARK Schools.
2. ARK is the Admissions Trust and through its Board may delegate some functions to Local Governing Bodies (LGB’s) set up to provide a local oversight of individual academies.
3. The ARK Schools Board maintains responsibility for the admissions policy of each academy. From time to time some admissions functions may be delegated to academies whilst others are carried out at ARK Schools under the direction of the Board.
4. In the event of a query, enquiries should be made to the Admissions Team at ARK Schools 65 Kingsway London WC2B 6TD.
ADMISSION ARRANGEMENTS APPROVED BY SECRETARY OF STATE

THE NORMAL ADMISSIONS ROUND:

5. The admission arrangements for the Academy for the year 2013/2014 and, subject to any changes approved by the Secretary of State, for subsequent years are:

   a) The Academy has an agreed admission number of 120 pupils. The Academy will accordingly admit at least 120 pupils aged 11 each year if sufficient applications are received;

   b) The Academy may set a higher admission number than its Published Admission Number for any specific year. Before setting an admission number higher than its agreed admission number, or a permanent change to its PAN the Academy will in accordance with the provisions of the School Admission Code 2012 notify the Local Authority of the consent to such an arrangement of the ARK Board and the Local Governing Body.

   c) In accordance with its funding agreement the academy will also seek the consent of the Secretary of State to any permanent change to its PAN.

CONSIDERATION OF APPLICATIONS

6. Arrangements for applications for places at ARK Kings Academy will be made in accordance with the relevant Local Authority’s (LA’s) co-ordinated admission arrangements and will be made on the Common Application Form provided and administered by the relevant LA.

7. The Academy Trust will use the LA’s timetable for applications to XXX Academy each year (exact dates within the months may vary from year to year). This will fit in with the timetable for the co-ordination of admission arrangements agreed following consultation, within the LA.

   a) September - The Academy will publish in its prospectus information about the arrangements for admission, including oversubscription criteria, for the following September (e.g. in September 2013 for admission in September 2014). This will include details of open evenings and other opportunities for prospective pupils and their parents to visit the school. The Academy Trust will also provide information in relation to ARK Kings Academy to the relevant LA for inclusion in the composite prospectus, as required;

   b) September/October - The Academy will provide opportunities for parents to visit the Academy (although if necessary visiting opportunities may be limited before the Academy opens and while building work is in progress);

   c) October - Common Application Form to be completed and returned to the relevant LA to administer.

   d) December – LA sends applications to the Academy;

   e) January - Academy sends list of pupils to be offered places to the LA;

   f) February – The LA applies agreed scheme for own schools, informing other local authorities of offers to be made to their residents;
8. After the admission of pupils with statements of Special Educational Needs where the Academy is named on the statement, the Academy will consider all applications for places. Where fewer than 120 applications are received, the Academy will offer places to all those who have applied.

PROCEDURES WHERE THE ACADEMY IS OVERSUBSCRIBED

9. Where the number of applications for admission is greater than the published admissions number, applications will be considered against the criteria and order set out below:

   a) children in public care; (pursuant to the Admissions Code 2012 the definition of ‘looked after’ children now includes children who were in care but have since been adopted or become the subject of a residence order or special guardianship order.)

   b) children who have a sibling who attends the academy (for this purpose “sibling” means a whole, half or step-brother or -sister or an adopted child resident at the same address). As permitted by the Admissions Code 2012 the definition of sibling also now includes those children who have a sibling who attended the predecessor school before it changed to an academy.

   c) children who live closest to the school using straight line measurement from the building’s main reception to the main entrance of the child’s home.

OPERATION OF WAITING LISTS

10. Subject to any provisions regarding waiting lists in the LA’s co-ordinated admission scheme, the Academy will operate a waiting list. Where in any year the Academy receives more applications for places than there are places available, a waiting list will operate. This will be maintained by the Academy and it will be open to any parent to ask for his or her child’s name to be placed on the waiting list following an unsuccessful application.

11. A child’s position on the waiting list will be determined solely in accordance with the oversubscription criteria set out in paragraphs 9 a – e above. When places become vacant they will be allocated to children on the waiting list in accordance with the oversubscription criteria.

ARRANGEMENTS FOR APPEALS PANELS

12. Parents will have the right of appeal to an Independent Appeal Panel if they are dissatisfied with an admission decision of the Academy. The Appeal Panel will be independent of the Academy. The arrangements for Appeals will be in line with Schools Admissions Appeals Code published by the Department for Education. The determination of the appeal panel will be made in accordance with the Code and will be binding on all parties. The Academy will provide written guidance for parents about how the appeals process works and will provide parents with a named contact who can answer any enquiries parents may have about the process.
ARRANGEMENTS FOR ADMISSION TO POST 16 PROVISION

13. The Academy will publish specific criteria in relation to minimum entrance requirements for the range of courses available based upon GCSE grades or other measures of prior attainment.

14. The Academy’s current Year 11 students, who meet the minimum entrance requirements for the range of courses available based upon GCSE grades or other measures of prior attainment, will have an automatic right to progress from year 11 to year 12.

15. Where the number of applications for admission to the sixth form is greater than the published admission number, applications will be considered against the criteria set out in paragraph 9 above, always provided that applicants meet the specified and published entrance requirements.

16. Appeals against admission will be dealt with according to the appeals process stated in following paragraphs.

APPLICATIONS FOR ADMISSION TO THE ACADEMY OUTSIDE THE NORMAL ADMISSIONS ROUND - ‘IN YEAR’ APPLICATIONS

17. Pursuant to the School Admission Code 2012 there is no requirement for local authorities to co-ordinate admissions for in-year applications and for applications for year groups other than the normal point(s) of entry.

18. These applications should now be submitted direct to the academy or to the admissions team at ARK Schools at 65 Kingsway London WC2B 6TD. If submitted to the central team there will be liaison with the relevant academy and the applicant advised of the outcome.

19. Subject to any provisions in the LA’s published and agreed protocol on arrangements relating to applications submitted for years other than the normal year of entry, the Academy will consider all such applications and if the year group applied for has a place available, admit the child unless one of the permitted reliefs apply.

20. If more applications are received than there are places available, the oversubscription criteria in paragraph 9, shall apply.

APPEALS AGAINST REFUSAL OF AN ‘IN YEAR’ APPLICATION.

21. Parents will have a right of appeal to an Independent Appeal Panel if they are dissatisfied with an admission decision of the Academy as described in para 12 above

PROCEDURES FOR DETERMINING ADMISSION ARRANGEMENTS

CONSULTATION

22. The Academy shall consult every seven years on its proposed admission arrangements unless these are the subject of change in any year.

23. Where consultation is required the Academy will consult for a period of 8 weeks between November and the following March. All relevant parties listed in the Admission code 2012 will be consulted and this will conducted directly with the relevant LA and by way of publication on its Web site and that of ARK Schools in relation to other named parties.
DETERMINATION AND PUBLICATION OF ADMISSION ARRANGEMENTS

24. Following consultation, the Academy Trust will consider comments made by those consulted. The Academy Trust will then determine its admission arrangements by 15th April of the relevant year and notify those consulted what has been determined.

PUBLICATION OF ADMISSION ARRANGEMENTS

25. The Academy Trust will publish its admission arrangements each year once these have been determined, by sending copies to the relevant LA and by way of publication on its Web site and that of ARK Schools in relation to other named parties in the Admissions code 2012.

26. The published arrangements will set out:

a) The name and address of the Academy and contact details;
b) A summary of the admissions policy, including oversubscription criteria;
c) Numbers of places and applications for those places in the previous year; and
d) Arrangements for hearing appeals.

REPRESENTATIONS ABOUT ADMISSION ARRANGEMENTS

27. All changes to the admission policies for ARK academies need to be approved by the Secretary of State.

28. Where any bodies that were consulted, or that should have been consulted, make representations to the Academy Trust about its admission arrangements, the Academy Trust will consider the representations before determining the admission arrangements.

29. Where the Academy Trust has determined its admission arrangements and notified all those bodies whom it has consulted and any of those bodies object to the admission arrangements, they can make representations to the Schools Adjudicator. Objections must be referred to the Adjudicator by 30th June in the admissions determination year. Information on how to make an objection can be obtained from the office of the Schools Adjudicator: http://www.schoolsadjudicator.gov.uk

30. Those bodies referred to in paragraph 24 have the right to ask the Academy to increase its proposed Published Admissions Number for any year. Where such a request is made, but agreement cannot be reached locally, they may ask the Secretary of State to direct the Academy to increase its proposed Published Admissions Number. The Secretary of State will consult the Academy and will then determine the Published Admission Number.

31. The Secretary of State may direct changes to the Academy’s proposed admission arrangements and, in addition to the provisions above, the Secretary of State may direct
changes to the proposed Published Admissions Number. The Secretary of State will consult the Academy and/or the Academy Trust before making any direction.

32. Pursuant to the Admission Code 2012 the academy may decide to admit above their PAN in year. They may also increase their stated PAN for any determination year and future years provided that the necessary approvals at governing board levels and that of the Secretary of State are received. In these cases it is not necessary to consult but the Code provides for the local authority to be given notice to enable them to deliver their coordinated responsibilities effectively.

**PROPOSED CHANGES TO ADMISSION ARRANGEMENTS BY THE ACADEMY AFTER ARRANGEMENTS HAVE BEEN PUBLISHED**

33. Once the admission arrangements have been determined for a particular year and published, the Academy will propose changes only if there is a major change of circumstances. In such cases, the Academy must notify the bodies referred to in paragraph 21 above of the proposed variation and must then apply to the Secretary of State setting out:

- a) the proposed changes;
- b) reasons for wishing to make such changes;
- c) any comments or objections from those entitled to object.

**NEED TO SECURE SECRETARY OF STATE’S APPROVAL FOR CHANGES TO ADMISSION ARRANGEMENTS**

34. The Secretary of State will consider applications from the Academy to change its admission arrangements only when the Academy has notified and consulted on the proposed changes as outlined above.

35. Following consultation, the Academy must secure the agreement of the Secretary of State before any such changes can be implemented. The Academy must seek the Secretary of State’s approval in writing, setting out the reasons for the proposed changes and passing to him any comments or objections from other admission authorities/other persons.

36. The Secretary of State can approve, modify or reject proposals from the Academy to change its admission arrangements.

37. Records of applications and admissions shall be kept by the Academy for a minimum period of ten years and shall be open for inspection by the Secretary of State.